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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT

DIVISION FIVE

WILLIAM ROUSE,

Plaintiff and Appellant,

v.

OPERATION DIGNITY et al.,

Defendants and Respondents.

A106267

**(Alameda County
Super. Ct. No. RG04144419)**

Plaintiff William Rouse appeals in propria persona from denial of his motion for a preliminary injunction. We affirm.

FACTUAL AND PROCEDURAL BACKGROUND

Rouse filed a complaint for breach of contract against respondent Operation Dignity, two of its employees, and Does 1 to X.¹ In March 2004, when suit was filed, Operation Dignity operated a winter shelter in the City of Oakland; Rouse was a client of the shelter. Rouse filed suit after clients of the shelter were told that the shelter would be closing earlier than the expected date of April or May 2004. Rouse moved for a preliminary injunction restraining defendants “from shutting down, decreasing operations or services, or otherwise preventing shelter clients from obtaining services at the Oakland

¹ At oral argument, appellant moved to consolidate this case with his appeal in case A107630. That motion was denied.

Winter Shelter.” The trial court denied the motion for a preliminary injunction on the ground that Rouse failed to demonstrate a reasonable probability of success on the merits.

DISCUSSION

According to his opening brief on appeal, Rouse seeks to enjoin Operation Dignity from decreasing or terminating essential services at the Winter Shelter and to enjoin the City of Oakland from demolishing the shelter.

A complaint “serves to frame and limit the issues [citation] and to apprise the defendant of the basis upon which the plaintiff is seeking recovery.” (*Committee On Children’s Television, Inc. v. General Foods Corp.* (1983) 35 Cal.3d 197, 211-212.) “Although we must construe pleadings liberally [citation], this presumption does not relieve [the plaintiff] of the obligation to plead some allegation from which we may construe a legal connection between the party that injured her and the party whom she seeks to hold liable for her injury. In a complaint, the plaintiff must allege every fact that he or she must prove. [Citation.]” (*Hughes v. Western MacArthur Co.* (1987) 192 Cal.App.3d 951, 956.) Rouse has not met this pleading obligation.

Rouse alleges a single cause of action for breach of contract; specifically, in November 2003 Operation Dignity agreed to honor housing vouchers at the Winter Shelter “for the duration of the winter, the term of which is usually observed by Operation Dignity to last from November until April or May of the following year.” The complaint describes the damages caused by breach of this agreement as follows: “Untimely termination of the tenancy agreement will cause plaintiffs irreparable harm and undue hardship. Tenants are losing the time at the shelter that they had bargained for.”

Even assuming that the agreement alleged in the complaint is an enforceable contract, it provides Rouse with no claim to benefits after May 2004. To the extent Rouse seeks an injunction preserving services beyond May 2004, the trial court correctly

concluded that Rouse failed to demonstrate a probability of prevailing because the contract, as described in the complaint, promised benefits only through May 2004.

The primary focus of the motion for a preliminary injunction was Rouse's request that the trial court enjoin Operation Dignity from closing the Winter Shelter before the end of the 2003-2004 winter season. On appeal, Rouse continues to emphasize that "[g]reat or irreparable harm will result to the shelter clients if they are told to leave the shelter any earlier than the promised date of April 30, 2004." To the extent that this appeal is based upon the request for an injunction requiring Operation Dignity to keep the shelter open until May 2004 or thereabouts, it is moot. "An appeal becomes moot when an event occurs which, through no fault of the respondent, renders any appellate decision ineffective in providing the parties relief." (*Whyte v. Schlage Lock Co.* (2003) 101 Cal.App.4th 1443, 1451; see also *Woodward Park Homeowners Ass'n v. Garreks, Inc.* (2000) 77 Cal.App.4th 880, 888 ["A case is moot when any ruling by this court can have no practical impact or provide the parties effectual relief"].) Now in the year 2005, there is no effective relief we can provide with respect to Rouse's request to keep the shelter open until the end of the 2003-2004 winter season.

To the extent Rouse seeks an injunction to prevent the City of Oakland from demolishing the shelter, the trial court correctly concluded that Rouse failed to demonstrate a probability of prevailing. The City of Oakland was not named in the complaint and the trial court was without power to award any relief against it.² (See

² Appellant's representation at oral argument that the City of Oakland and the Alameda County Board of Supervisors were named as Doe defendants in an amendment to his complaint is not supported by the record. The first "Amendment to Complaint re Additional Plaintiffs" added plaintiffs only. The City of Oakland, appearing specially, opposed plaintiff's application for preliminary injunction on the ground that plaintiff was not likely to prevail against the City of Oakland, which was not a defendant. After the trial court denied the preliminary injunction and after plaintiff filed his notice of appeal, he attempted to amend the complaint by filing an amendment naming the City of Oakland and the Alameda County Board of Supervisors as Doe defendants and filing proofs of

Environmental Coalition of Orange County, Inc. v. Local Agency Formation Com. (1980) 110 Cal.App.3d 164, 173 [judgment cannot be rendered against nonparty to action].)

Furthermore, the complaint does not allege that the named defendant, Operation Dignity, has control over whether the shelter will be demolished; nor is there any allegation of a promise that the shelter will not be demolished after May 2004. Thus, Rouse failed to demonstrate a probability of prevailing on any claim relating to demolition of the shelter.

Finally, we note that Rouse discusses various other causes of action in his briefs below and on appeal. These other causes of action are based on facts not alleged in the complaint. We need not discuss these other causes of action. As the complaint only asserts and alleges facts regarding a cause of action for breach of contract, that claim was the only basis upon which the motion for a preliminary injunction could have been granted. (See Code Civ. Proc. § 420; *Committee On Children's Television, Inc., supra*, 35 Cal.3d at pp. 211-212; *Hughes, supra*, 192 Cal.App.3d at p. 956.)

DISPOSITION

The judgment is affirmed. In the interests of justice, each side shall bear its own costs on appeal.

service. Leave to amend was never granted. (Code Civ. Proc., § 473.) On September 9, 2004, this court dismissed the City of Oakland from the appeal because it was never a defendant in the underlying case.

GEMELLO, J.

We concur.

STEVENS, Acting P. J.

SIMONS, J.